



DEPARTMENT OF VETERANS AFFAIRS  
Medical Center  
1201 Northwest 16th Street  
Miami FL 33125-1693

In Reply Refer To:

March 22, 2001

Sterling Medical Associates, Inc.  
Attn: Edwin / Brandon Blatt  
9549 Montgomery Rd.  
Cincinnati, OH 45242

RE: PRIMARY/ PREVENTIVE HEALTHCARE SERVICES, Solicitation RFP 546-04-01,  
Contract # V546P- 4129

**NOTICE OF AWARD**

This letter serves as notification that your offer submitted to the VA Medical Center, 1201 NW 16<sup>th</sup> Street, Miami, FL, 33125 in response to Solicitation RFP 546-04-01, for Primary/Preventive Healthcare Services in the designated areas of Coral Springs/Tamarac; Deerfield Beach/Lighthouse Point; and Homestead City in accordance with contract requirements, including all Supplemental Agreements #1 through #5, Sterling Medical's Subcontracting Plan and Sterling Medical's letter dated 3/22/01 is hereby accepted. Contract number V546P-4129 has been assigned to your offer. A fully authorized copy of all documentation stated will be mailed to you.

Award is based on a capitation rate for the Base Year of \$23.33 per veteran per month at each site. This totals an estimated cost for the Base Year per site of \$503,928.00 and a total estimated cost of \$1,511,784.00 for three sites. The term of the contract will be for one calendar year from date of written Notice to Proceed. The Government retains the right to exercise its option to extend the term of the contract in accordance with the Contract for four (4) additional one-year option periods subject to the availability of funds. You have a required 45 days from award to complete all preparations, modifications, training, etc. in order that the primary care sites be ready to accept patients.

"Any sub-contractor(s) utilized by the contractor(s) for the provision of services required must meet the same qualifications specified here-in (the contract) for the Contractor(s). The Contractor must obtain approval from the Contracting Officer for any sub-contractors to be utilized for the provision of services required under this contract." (Contract Page 22, Item #4(e)). The subcontracting plan has been approved and the Contractor is required to submit Form SF 294 and SF 295 for each sub-contractor in accordance with the instructions on the forms and agency regulations. A report regarding compliance by the offeror to the subcontracting plan is requested for submission 30 calendar days from Notice to Proceed.

Please submit updated documentation of all information including but not limited to all licenses, credentials, malpractice coverage and any other documents that were submitted in your offering. Some document dates have now expired and new updated information is required before start-up. Update all qualification requirements stated in the evaluation section of the contract to reflect present current information for all doctors and nurses that will be providing service to the sites in addition to any other criteria requested. All competencies as stated in the contract document must be met prior to work being performed in regard to this contract. All employees, professional and administrative who will be providing services are required to attend mandatory training that will be made available at the VA Miami. As soon as your professional and administrative staff are selected, please forward all competencies, licensure, test results, etc. as stated in the contract to my attention in order that the required training may begin.

To hasten the credentialing and privileging process, please contact Ms. Anita Greenberg, VA Staff Specialist Quality Management, directly at (305) 324-3176. The issuance of the requested information as soon as possible will help to speed things up. She will require the following information for all doctors (M.D's and D.O's), ARNP's, and Clinical Nurse Specialists that will be working at all of the sites under this contract:

Page #2

Contract # V546P- 4129

PRIMARY / PREVENTIVE HEALTHCARE SERVICES

Full Name	Degree
Social Security Number	Date of Birth
Place of Birth (City & State/Country)	Complete Home Address and Phone Number
Telephone Number or Beeper number where they can be reached	

VA Engineering and Safety are to view the site locations to ensure compliance with National Fire Protection Association (NFPA) Life/Safety Requirements. The VA will coordinate with you to schedule site visits the week of April 2, 2001. I will bring a team of VA personnel that will hopefully be able to make on the spot recommendations and decisions regarding the sites offered. VA shall inspect the Contractor's facilities for compliance and offer suggestions for any modifications or build-outs. All contracted facilities must be in compliance before a Notice to Proceed is issued. All facilities must also be in compliance with the American Disabilities Act.


Please proceed with the development of a Sample Invoice and Patient Handbook for the VA to review in addition to fulfillment of the security requirements that need to be met.

For consistency, please process the submission of all requested documentation to the Contracting Officer.

VA Miami will also schedule coordinate with you a meeting time at the VA Miami to hear and review any marketing strategies already implemented by your firm for other facilities in addition to the strategies planned for the VA Miami contracted sites.

If you have any questions, or a need for further clarification, please contact me at (305) 324-4455 EXT 6464 or FAX (305) 324-3280.

Sincerely,

  
Cathy A. Priddides  
Contract Officer

<b>SOLICITATION/CONTRACT/ORDER</b>		<b>COMMERCIAL ITEMS</b>		<b>1. REQUISITION</b>		<b>PAGE 1 OF 62</b>	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>							
2. CONTRACT NO. <b>V546P-4129</b>		3. AWARD/EFFECTIVE DATE <b>3/23/01</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>RFP 546-26-00</b>	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME <b>Cathy A. Pridlides, Contract Specialist</b>		b. TELEPHONE NUMBER (No Collect Calls) <b>(305) 324-4455 X 6464</b>		6. SOLICITATION ISSUE DATE <b>8-22-00</b> 8. OFFER DUE DATE / LOCAL TIME <b>9/25/00 @ 2:00 P.M.</b>	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> <b>XX UNRESTRICTED</b> <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8 (A)  SIC: <b>8011</b> SIZE STANDARD: <b>\$5.0 million</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
VA Medical Center ATTN: Cathy A. Pridlides, Contract Specialist (04/90C) 1201 N.W. 16 <sup>th</sup> Street Miami, FL 33125-1693  IF HAND CARRIED, DELIVER TO: VA Medical Center, Miami ATTN: Cathy A. Pridlides, Contract Specialist 2 <sup>nd</sup> Floor Room #2D117				Same as Block 9			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
VA Medical Center, Miami ATTN: Cathy Pridlides, Contract Specialist 2 <sup>nd</sup> Floor Room #2D117  Steelwing Medical Associates, Inc. 9549 Montgomery Rd Cincinnati, Ohio 45242 TELEPHONE NO. 684-3046/FAX 684-6627 Frosty Corner							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICE		21. QUANTITY		22. UNIT	
		Community Based Primary Care Clinic: See pages 6 and 7, Bid Items  (ATTACH ADDITIONAL SHEETS AS NECESSARY)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AMOUNT AWARD/FOR GOVT. USE ONLY <b>\$ 1,511,784.00</b>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHER WISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT; REFERENCE DATED _____ OFFER YOUR OFFER ON SOLICITATION (BLOCK 5.) <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <b>Edwin B. Blatt</b>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>Cathy A. Pridlides, Contract Officer</b>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Edwin B. BLATT</b>		30c. DATE SIGNED <b>9/25/00</b>		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>Cathy A. Pridlides, Contract Officer</b>		31c. DATE SIGNED <b>3/23/01</b>	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AS CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				PARTIAL		FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
						37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (PRINT)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (LOCATION)	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA - FAR (48 CFR) 53.212

TO OFFERORS - COMMERCIAL ITEMS, "PART IV", PRIOR TO THE TIME SPECIFIED IN BLOCK 8  
IN ORDER TO BE CONSIDERED FOR AWARD.

SECTION A (Continuation)  
Of SF 1449

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO.

DATE

*Offeror acknowledges any and all Solicitation amendments*

DUNS NUMBER: Please provide the Dun and Bradstreet Number assigned to your firm in the space provided by

DUNS# 012641031

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 8, hand carried, TO: VA Medical Center (90C), Attn: Cathy A. Pridlides, Contract Specialist, 1201 NW 16<sup>th</sup> Street, FL 33125-1693, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications  
Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation

**\*\* NOTICE TO OFFERORS:** SPECIFIC INSTRUCTIONS AND EVALUATION METHODS REGARDING THE FORMAT AND CONTENT OF YOUR OFFER ARE LOCATED IN THE SOLICITATION DOCUMENT (PART IV). FAILURE TO SUBMIT COMPLETE INFORMATION IN THE MANNER DESCRIBED MAY EXCLUDE THE PROPOSAL FROM CONSIDERATION FOR AWARD.

**\*\* NOTE:** THE CONTRACTING OFFICER LOCATED AT THE VA MEDICAL CENTER, MIAMI IS THE ONLY PERSON AUTHORIZED TO APPROVE OR MAKE A COMMITMENT TO ISSUE CHANGES OR MODIFY ANY OF THE REQUIREMENTS OF THIS CONTRACT THAT WILL EFFECT PRICE, QUANTITY OR QUALITY OF PERFORMANCE WITHIN THIS CONTRACT.

**\*\* NOTE:** THE CONTRACTING OFFICER MAY AT THEIR DISCRETION DELEGATE CERTAIN AUTHORITY TO AN INDIVIDUAL WHO WILL ACT IN THE CAPACITY OF THE CONTRACTING OFFICER TECHNICAL REPRESENTATIVE.

**\*\* NOTE:** IN THE EVENT THE CONTRACTOR EFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER, THE CHANGE SHALL BE CONSIDERED TO HAVE BEEN MADE WITHOUT AUTHORITY AND NO ADJUSTMENT WILL BE MADE IN THE CONTRACT PRICE TO COVER ANY INCREASE IN COSTS INCURRED AS A RESULT THEREOF.

**\*\*NOTE:** THIS CONTRACT IS RENEWABLE AT THE PRICES LISTED, AT THE OPTION OF THE GOVERNMENT. THE CONTRACTING OFFICER WILL SUBMIT WRITTEN NOTICE OF RENEWAL TO THE CONTRACTOR. THIS CONTRACT IS SUBJECT TO THE AVAILABILITY OF FUNDS.

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**PART I Continuation  
Of SF 1449.**

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PART I (Continuation)  
Of SF 1449

**PART I: SCHEDULE OF SUPPLIES/SERVICES AND PRICE/COSTS**

**CONTRACT ADMINISTRATION DATA**  
(Continuation of SF 1449, Block 18)

1. **Contract Administration:** the following individuals will handle all contract administration matters:

a. **CONTRACTOR:**

(Authorized Negotiator) \_\_\_\_\_

(Administrative Coordinator) \_\_\_\_\_

b. **GOVERNMENT:**

Contracting Officer (90C)  
Department of Veterans Affairs  
VA Medical Center  
1201 NW 16<sup>th</sup> Street  
Miami, FL 33125

2. **CONTRACTOR REMITTANCE ADDRESS:** The Government prefers all payments to the Contractor to be processed electronically into an established bank account after completion of SF 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form). If for some reason electronic payment cannot be established, all payments by the Government to the contractor should be mailed to the address indicated by the Contractor.

Please Indicate One Method Of Payment: ☐ ELECTRONIC or ☐ CHECK

**MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **INVOICES:** Invoices shall be correct and submitted monthly in arrears to the following address:

Chief, Fiscal Service (04)  
VA Medical Center  
P.O. Box 218  
Miami, FL 33242-0218

**ATTENTION LARGE BUSINESS:** If this contract is awarded to a large business, a subcontracting plan will be submitted in accordance with FAR 52.219-8 and 52.219-9 for approval before award. The subcontracting goals are as follows: Small Business-23%; Women-owned small business-5%; Small disadvantaged business-5%; Hubzone small business-1.5%

*Attached Submitted by Sterling Media  
They should all goals.*

PART I (Continuation)  
Of SF 1449

**VA MIAMI COMMUNITY BASED PRIMARY CARE CLINIC  
SOLICITATION/CONTRACT**

**PART I: SCHEDULE OF SUPPLIES/SERVICES AND PRICE/COST**

Contractor(s) to provide delivery and management of Primary / Preventive medical care and continuity of care to veterans of the Department of Veterans Affairs Medical Center, Miami, Florida, for the period of one calendar year from the date of Notice to Proceed. This contract includes four (4) one-year renewal options that may be exercised at the option of the Government subject to the availability of funds. The total duration of the contract will not exceed five (5) years.

The Government intends to award an indefinite delivery, indefinite quantity, firm fixed price, contract for Primary Care Services requirements in accordance with all terms, conditions, provisions, specifications, and schedules of this solicitation herein, pending the availability of funds. The contract award will occur in the first quarter of Fiscal Year 2001. Each offer should contain the offeror's best terms from a cost/price and technical standpoint, as contract award may be based on initial offers received, without discussions.

The contractor(s) shall provide the following services in accordance with the requirements of this contract.

This solicitation covers three separate locations for provisions of Primary/Preventive Care Services to be located within the city limits of: **Location 1:** is to be located within the area of Coral Springs / Tamarac. **Location 2:** is to be located within the area of Deerfield Beach / Lighthouse Point. **Location 3:** is to be located within the area of Homestead City. Veterans to be serviced in location 1 and Location 2 under this contract reside primarily in Northwest and Northeast Broward County. Veterans to be serviced in Location 3 under this contract reside primarily in South Dade County. Contractor's facility to provide services must be physically located within the city limits referred to above.

**Note:** In order to be considered "responsive" to this solicitation, offerors must provide pricing for the base year and all option years. Offerors may bid on one location or all three in order to be responsive to this solicitation. Offerors may propose alternate quantities; however, there is a minimum acceptable quantity of 500 patients per location. All quantities are estimates only. The Government is not obligated to any specified quantity, but shall be obligated to provide payments for all services requested in accordance with this solicitation.

Costs should represent an "all inclusive" reimbursement for routine delivery of primary/preventive care. Offerors should quote a unit cost based on per enrolled veteran per month.

Estimated/Indefinite Quantity:

- (a) This is an estimated / indefinite-quantity contract for the services specified, and effective for the period stated, in the Schedule.
- (b) The Contractor(s) shall furnish to the Government the services specified in the Schedule to veterans as they are enrolled.

**Definition of Terms:**

Base Year – is the period of one year from the date of Notice to Proceed.

Option Year One – is the period of one year to run in succession to the Base Year.

Option Year Two – is the period of one year to run in succession to Option Year One.

Option Year Three – is the period of one year to run in succession to Option Year Two.

Option Year Four – is the period of one year to run in succession to Option Year Three.

**BID ITEMS:**

1. Line Item Description	Estimated Quantity	Unit	Contractor Proposed Quantity	Unit Cost (Per Veteran per Month)	Total Cost (Unit cost times 12 months)
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**Primary Care Services in Location 1:**

Coral Springs/Tamarac Area (as described in the specifications).

	Estimated				
a. Base year	1,800	Veterans	<u>1,800</u>	<u>23<sup>33</sup></u> 41992	<u>503,928</u>
03 b. Option Year One 3852 2,000	2,000	Veterans	<u>2,000</u>	<u>22<sup>92</sup></u> 279	<u>550,080</u>
04 c. Option Year Two 2,200	2,200	Veterans	<u>2,200</u> x12 →	<u>22<sup>50</sup></u> (270)	<u>594,000</u>
05 d. Option Year Three 2,400	2,400	Veterans	<u>2,400</u>	<u>22<sup>08</sup></u>	<u>635,904</u>
06 e. Option Year Four 2,600	2,600	Veterans	<u>2,600</u>	<u>21<sup>91</sup></u>	<u>683,592</u>

**SUBTOTAL ITEMS: Base Year Plus All Options:**

2,967,504

2. Line Item Description	Estimated Quantity	Unit	Contractor Proposed Quantity	Unit Cost (Per Veteran per Month)	Total Cost (Unit cost times 12 months)
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**Primary Care Services in Location 2:**

Deerfield Beach/Lighthouse Point Area (as described in the specifications).

	Estimated				
a. Base year	1,800	Veterans	<u>1,800</u>	<u>23<sup>33</sup></u>	<u>503,928</u>
03 b. Option Year One 2860 2,000	2,000	Veterans	<u>2,000</u>	<u>22<sup>92</sup></u>	<u>550,080</u>
c. Option Year Two 2,200	2,200	Veterans	<u>2,200</u>	<u>22<sup>50</sup></u>	<u>594,000</u>
d. Option Year Three 2,400	2,400	Veterans	<u>2,400</u>	<u>22<sup>08</sup></u>	<u>635,904</u>
e. Option Year Four 2,600	2,600	Veterans	<u>2,600</u>	<u>21<sup>91</sup></u>	<u>683,592</u>

**SUBTOTAL ITEMS: Base Year Plus All Options:**

\$ 2,967,504



3. Line Item Description	Estimated Quantity	Unit	Contractor Proposed Quantity	Unit Cost (Per Veteran per Month)	Total Cost (Unit cost times 12 months)
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Primary Care Services in Location 3:  
Homestead City Area (as described in the specifications).

Estimated

a. Base year	1,800	Veterans	1,800	23 <sup>33</sup>	503,928 A
b. Option Year One	2,000	Veterans	2,000	22 <sup>42</sup>	550,080
c. Option Year Two	2,200	Veterans	2,200	22 <sup>50</sup>	594,000
d. Option Year Three	2,400	Veterans	2,400	22 <sup>08</sup>	635,904
e. Option Year Four	2,600	Veterans	2,600	21 <sup>91</sup>	683,592

SUBTOTAL ITEMS: Base Year Plus All Options:

\$ 2,967,504

AGGREGATE TOTAL INCLUSIVE OF ALL THREE LOCATIONS: \$ 8,902,512

\*\*\*\*\*

#### 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an indefinite delivery/indefinite quantity, firm fixed price contract for resulting from this solicitation.

#### NOTE:

For the purpose of payment only, this solicitation is based on a capitation rate that begins on the initial office visit with detailed medical evaluation and expires at the end of the contract year. For each contract option year the enrolled patient must receive a minimum of one office visit before receiving payment for the option year.

Contractor(s) will be paid in arrears for each enrolled patient who has had an initial appointment, including documentation of medical history, detailed medical evaluation and the completion of a Means Test. (A Means Test is an assessment for non-service connected veterans or veterans in receipt of 0% service connected disability ratings, when treated for non-service connected conditions are required to complete an annual financial assessment, or Means Test, to determine eligibility for VA health care benefits. This assesses the veteran's spouse's and dependent children's level of income, retirement wages, interests as well as assets including stocks and bonds, bank deposits and investment properties. The assessment is made on prior year income and assets and is measured against thresholds established by Congress. Based upon the results of the Means Test, the veteran is placed in one of two priority groups and may be required to make a co-payment for VA health care. VA will provide training to the successful contractor.) Detailed medical evaluation is supported by Medical Record documentation as required by the most recently published Health Care financing Administration (HCFA) Evaluation and Management Services Guidelines to support the assigned patient CPT Codes.

Payment from the VA shall be considered payment in full. Contractor(s) shall not pursue any further collection activities from any source. It shall be considered fraudulent for the Contractor(s) to bill other third party insurance sources for services rendered to veteran enrollees under this contract.

For newly enrolled patients, payment will commence with the month in which each patient is first seen. The Contractor(s) will be paid for the full Contract year after the initial visit with detailed medical evaluation. For disenrolled patients, the contractor(s) will be paid a pro-rata portion up to the full month in which the date of disenrollment occurred. Reimbursement to the VA for disenrolled patients will be calculated by dividing the annual capitated rate by twelve and multiplying by the number of months remaining in the contract year.

**TECHNICAL QUESTIONS:** Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing, no later than fifteen (15) calendar days after the solicitation issue date. Questions may be sent via facsimile at (305) 324-3280. Verbal questions will not be addressed. All responses to questions, which may effect offers, will be incorporated into a written amendment to the solicitation.

**SPECIFIC INSTRUCTIONS AND EVALUATION METHODS:** It is requested that offerors review specific information regarding proposal preparation and method of evaluating offers outlined in PART IV of this solicitation.

reminders and reporting. Contractor also agrees to perform any/all additional treatment mandates issued by the VA Headquarters on an annual basis. Contractor will be held to the same performance standards as VA facilities. Performance goals will be provided to the Contractor and updated annually.

**Access:** VA Standards currently require access to the primary care provider within 7 calendar days for established patients and 30 calendar days for new patients. The site of the clinic should be easily accessible from public transportation and major roadways. There should be adequate and sufficient parking available at the facility for the number of patients scheduled for appointment each day including handicapped spaces meeting ADA guidelines. The facility should be handicap accessible. Parking will be provided at no cost to the patient.

There must be a mechanism whereby the Contractor makes provisions for patients to contact their primary care provider or appropriate designee during non-working hours.

**Coordination:** Avoids duplications, increases efficiency, resolves conflicting advice or therapies, and precludes gaps in care.

**B. Case Management:** The contractor shall be responsible for the management and continuity of health care for all enrolled patients through the following minimum functions:

- 1) Primary care providers shall coordinate all health services provided to enrolled patients. A specific primary care provider shall be assigned to each patient.
- 2) The Contractor's Primary Care Provider will see enrolled patients within 30 minutes of the scheduled appointment time.
- 3) The contractor shall provide primary care as a point of entry into the health care system for non-emergency care. The contractor's primary care provider shall maintain an on-going relationship with the patient for a wide range of health problems and arrange for referral to VA when more specialized services are medically indicated.
- 4) Specialty consultations shall be entered into the Consult Tracking System in Veterans Health Information System and Technology Architecture (VISTA) by the contractor(s) within twenty-four (24) hours of the patient's visit. The referring physician will indicate in the request, the reason the consultant's opinion is sought, the suspected diagnosis (if known), the patient's pertinent medical history, the significant physical findings and any pertinent diagnostic studies performed to date. Referrals should be made on the basis of prospective utilization management guidelines utilizing Healthcare Management Guidelines developed by Milliman & Robertson, Inc. VA may conduct retrospective reviews of specialty consult referrals. Results of the reviews will be provided to the contractor(s) within one week of being finalized.
- 5) All laboratory testing required will be processed through VA. The contractor(s) will be responsible for the proper collection, collection supplies, and preservation of specimens within the capitation allowance. Transportation of specimens to VA will be arranged through VA. Contractor to provide a locked storage container. Results reporting will be available to the contractor(s) through VISTA (refer to Section P- Medical records requirement). Critical Lab value results will be reported initially by telephone to the ordering practitioner. The Contractor(s) shall notify patients regarding lab and x-ray results within appropriate time frames and provide follow-up treatment within the scope of the contract. Critical lab value results must be addressed immediately. Any waiver testing provided by the contractor(s) must be approved by the VA and in compliance with VA, College of American Pathology (CAP), and JCAHO regulations. A VA Medical Center driver will pick up labs from the Primary Care Clinic two (2) times a day and deliver to the VA Medical Center. Stat lab request shall be referred to the Contracting Officer's Technical Representative (COTR) who shall review on a case by case basis. If clinically indicated, the patient shall be referred to the VA.
- 6) In all cases where the contractor(s) is aware of an enrolled patient's use of any emergency medical services, the contractor(s) will document emergency encounters in each enrolled patient's medical record with a note summarizing the occurrence. The documentation will include appropriate medically indicated follow-up.

inter  
CPRS?  
Batty

- 7) Patients requiring inpatient care will be referred to VA. The contractor(s) will provide a defined mechanism for participation in discharge planning that includes post-discharge care. Every effort will occur to assure continuity of care for the enrolled patients.
- 8) Contractor will provide a defined mechanism to meet medication management and monitoring requirements (as determined by VA guidelines and criteria) of patients involved in high-risk therapies requiring specific and/or frequent monitoring i.e. warfarin, metformin, and glitizones.
- 9) Women's health includes but is not limited to: annual PAP and pelvic exam (when indicated by standards); annual clinical breast exam; family planning issues; management of menopause including hormone replacement therapy when indicated, osteoporosis screening and other issues as they pertain to the care of the female patients.
- 10) Contractor to provide Routine x-rays: CXR, PA and LAT, KUB, lumbar spine, thoracic spine, cervical spine, ribs, hands, wrist, forearm, shoulder, foot, ankle, os calcis knee, hip, elbow, sinus skull and manible; and EKG, when ordered by a primary care provider or his/her designee. All radiology services to be provided under the awarded contract will be in compliance with the standards of the American College of Radiology.
- 11) Contractor(s) to provide MA VU EKG Machine with 15 leads. Must be compatible with existing VA MUSE System. Stock # MVU-AAA-XXCB. Manufactured by Marquette Electronics, Inc. (800) 558-5544. (Manufacturer name provided for informational purpose).
- 12) The Contractor's hours of operation, must at a minimum include sufficient hours to meet the requirements of this solicitation.
- 13) Contractor to provide dietetic services by a licensed registered dietitian. Services will consist of screening, assessment, care plan development and patient education with dietitian participation in interdisciplinary care planning as needed. Patient education will be provided on an individual patient basis and through group education classes fully defined with learning objectives and content. These classes will minimally address Diabetes, Cardiovascular Disease/Hypertension, Weight Control and Nutrition Build-up (Cancer or High stress states). VA will provide educational materials. Any additional educational materials must be submitted to the VA for review prior to use. Dietitian will adhere to the Clinical Nutrition Practice Guidelines of nutrition practice defined by VA and all services will be documented in the electronic medical record per these standards. Dietitian will function under the scope of practice agreement utilized by VA.

#### C. Medical Service Requirements and Limitations:

- (a) Medically necessary services and preventive services, identified by applicable CPT procedure codes, shall be covered within the scope of the standard primary medical care subject to any limitation described.
- (b) Services that may be performed for the delivery and management of medical care and the continuity of that care are annotated by CPT code(s) (the most current CPT codes will apply).

#### D. Preventive Health Care:

The contractor's preventive health care program will include but not be limited to: screening for established risk factors for cardiovascular disease; hypertension, cholesterol, screening for breast cervical, and colorectal cancer; diabetes; nutritional guidance; patient education; weight control, physical fitness/exercise; and the identification of alcohol and substance abuse. Frequency of such screening will be in accordance with VA practice guidelines and other expert groups (American Heart Association, American Cancer Society, American Diabetic Association, etc.).

The contractor(s) will provide an annual influenza immunization when clinically indicated by current CDC guidelines and pneumovax administration, tetanus and diphtheria, and other immunizations when clinically indicated. Contractor(s) to supply injectable. The contractor(s) will utilize and maintain the Clinical Reminders tracking system in VISTA which identifies the current preventive services screening status and pending preventive services screening due dates for each enrolled patient.



**E. Pharmaceuticals:**

- 1) VA shall provide all pharmaceuticals required for the outpatient care of patients administered by the patient and all chronic outpatient medications required to be administered at the clinic. Contractor(s) will be responsible for medications to treat patients for acute needs at the clinic, including vaccinations.
- 2) Contractor(s) shall be responsible for prescribing medications as needed, in compliance with VA required formulary. Prior to prescribing any medications, the contractor(s) shall review medication profiles in VISTA for duplicate therapy and known allergies. The formulary will be provided to the contractor(s) upon contract award. Any deviations from VA formulary must be documented and be in accordance with VA guidelines. A revised formulary will be provided as it is updated. Schedule II narcotic prescriptions must be delivered to the VA Pharmacy the same day as the patient's visit.
- 3) A signature card for the contractor(s) must be on file with Pharmacy Service at VA. The contractor(s) must provide a signature card for each physician, physician's assistant, nurse, or nurse practitioner to be used under this contract including the typed name, actual signature, and DEA Number, if appropriate. The signature card must be provided to the Contracting Officer upon issuance of the Notice to Proceed and according to the contract and within seven (7) calendar days of hiring new personnel thereafter.
- 4) The contractor(s) shall provide instructions to the enrolled patient and/or care giver on the safe and appropriate use of prescribed medication or equipment being supplied, upon issuance. This includes the reason for the medication and/or equipment, as well as mechanism of action, major side effects and designated food-drug interactions and directions on how to take/use the medication. These instructions shall be documented in the patient's medical record.
- 5) Start-up medications stored by the VA at each facility will be provided either by direct dispensing or utilizing an automated medication dispensing system, the Pyxis System. The Pyxis equipment will be provided and maintained by the VA. The contractor(s) will provide space, utility connection and dispensing of drugs. The contractor(s) will provide 250 sq. ft of space, all utility connections including but not limited to computer, telephone, fax, etc., and dispensing of medication when utilizing the automated system. Equipment to be placed in this area for each clinic is listed below:
  - (a) Area of Coral Springs/Tamarac: PYXIS Med Station 2000 Model M2M6, 6 drawer 27"Dx23"W x 51" H and PYXIS Auxiliary 7 drawer M2A7, 27"Dx23"W47"H.
  - (b) Area of Deerfield Beach/ Lighthouse Point: PYXIS Med Station 2000 Model M2M6, 6 drawer 27"Dx23"Wx51"H and PYXIS Auxiliary 7 drawer M2A7, 27"Dx23"W47"H.
  - (c) Area of Homestead City: PYXIS Med Station 2000 Model M2M6, 6 drawer 27"Dx23"Wx51"H and PYXIS Auxiliary 7 drawer M2A7, 27"Dx23"W47"H.

**F. Administration and Management / Relationship of Parties:**

The contractor(s) shall be responsible for the administration and management of all aspects of this contract and the health plan covered thereunder. This includes responsibility for all contractor(s) employees, subcontractor(s), agents, and anyone acting for or on the behalf of the contractor(s). The VA Miami Medical Center and the Contractor(s) are separate and independent entities. The relationship between the VA Miami Medical Center and the Contractor(s) is solely contractual and neither the VA Miami Medical Center nor the Contractor(s) nor the employees, servants, agents, or representative of either, shall be considered the employee, servant, agent, or representative of the other. None of the provisions of this contract are intended to create nor shall they be deemed to create an agency, partnership, joint venture, or any other relationship between the parties other than independent contractors(s).

All individuals that provide services under this contractor(s) and are not employees of the contractor(s) will be regarded as subcontractors. The contractor(s) shall be responsible and accountable for the quality of care delivered by any and all



of its subcontractors. The contractor(s) shall hold the subcontractor accountable for the requirements for availability and accessibility of services as outlined.

**G. Duties Of Primary Care Contractor(s):**

1. **Provision of Services and/or Products.** The Primary Care Contractor(s) shall provide and/or arrange for delivery of services and/or products specified in this contract for any member, regardless of race, color, religion, sex, or national origin of the person for whom such services are ordered. Specific services to be provided are outlined in this solicitation.
2. **Covered Services.** Contractor(s) shall provide or arrange for the provision of Covered Services to members as set forth in this contract.
3. **Eligibility Verification.** Contractor(s) shall comply with VA Miami's guidance for verifying patient eligibility prior to providing any covered service. In the event Contractor(s) fails to verify eligibility and provides covered services to any person who is not an eligible person as determined by the VA Miami, the Contractor(s) shall not be entitled to payment from the VA Miami for the services so provided.
4. **Compliance with VA Policies.** Contractor(s) shall comply with all of VA Miami's policies, procedures, rules and regulations for providing services under this contract, including any revision(s) thereof, which are communicated to Contractor(s) in the manner as otherwise set forth in this contract.
5. **Notice of Changes.** Contractor(s) shall give to VA sixty (60) days advance written notice of any changes in Contractor's address, telephone number, clinic hours, professional liability insurance, or other material condition affecting the ability of the Contractor to provide, or the manner of providing, Covered Services to Members.
6. **Availability.** Covered Services shall be rendered to Members in accordance with VA Miami's standards for access and timeliness, as specified.
7. **Referrals.** Contractor(s) shall follow VA Miami's procedures and forms as specified.
8. **Cost, Utilization and Members Reports.** Contractor(s) agrees to provide VA with appropriate cost, utilization and member data in the manner and frequency specified.
9. **Medical and Other Records.** Contractor(s) warrants that it will prepare and maintain all medical and other books and records required by Federal and State law, and that such records will be available to VA at their request. Additionally, Contractor(s) shall maintain such financial, administrative and other records as may be necessary for compliance by VA with all applicable federal laws, rules and regulations.

Contractor(s) will be acting as a VA Miami contractor and will provide primary/preventive health care to patients seeking such care from or through VA Miami. Contractor(s) is considered to be a VA Miami contractor for purposes of the Privacy Act, Title 5 U.S.C. Section 552a. Further, for the purposes of VA Miami records access and patient confidentiality, Contractor(s) is considered to be a VA Miami contractor for the following provisions: Title 38 U.S.C. Section 5701, 5705, and 7332. Therefore, Contractor(s) may have access, as would other appropriate components of VA, to patient medical records, including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department of Veterans Affairs, and notwithstanding any other provisions of this contract, all records for eligible beneficiaries are and will remain the property of the VA Miami. Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that Contractor has received explicit disclosure authority from VA Miami. Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA Miami.

10. **Quality Assurance.** Contractor shall participate in the quality assurance and utilization review program and Member grievance procedures established by VA Miami.

11. **Disputes.** It is the intention of the parties to resolve all issues/disputes in an expeditious and reasonable

manner. While initial discussion of issues relating to the provision of health care services may be held with the Primary Care Coordinator, the Contractor is reminded that only the Contracting Officer has the authority to enter into agreements which bind the government or which result in any change(s) to the terms and conditions of this contract. Any such changes, to include any changes to the terms or conditions of the contract, shall be effective only as provided in a written modification of the contract which is issued and signed by the Contracting Officer. Formal dispute resolution shall be conducted in accordance with the Disputes Clause of this contract (FAR 52.233-1).

12. **Qualifications.** Contractor shall ensure all services provided to members are performed by qualified staff in qualified facilities.

13. **Licensure.** Contractor shall supply VA Miami with updated licensure and malpractice coverage information as described in the contract.

#### H. Contract Start-up Requirements:

The contract start-up requirements must be completed prior to the commencement of the contract's treatment of enrolled patients. The Contractor(s) shall comply with the following contract requirements within forty-five (45) calendar days of Date of Award:

- 1) The contractor(s) will hire, train, and ensure licensure of all necessary personnel.
- 2) The contractor(s) will have completed subcontracting necessary to fulfill their obligations under the plan.
- 3) The contractor(s) and all other providers, including all medical service subcontractor(s) must submit proof of malpractice insurance to the VA Miami.
- 4) All contractor(s) provided health care services shall be available:
  - (a) Preventive health services
  - (b) Primary care services
  - (c) Physician services
- 5) The contractor's case management program with primary care providers as case managers for health care services provided to enrolled patients will be operational.
- 6) The contractor's VA approved quality monitoring/performance improvement program shall be operational.
- 7) The contractor's facility or facilities shall be in compliance with the requirements of this contract and will be inspected prior to contract award. Re-inspections will occur at least annually.
- 8) Upon receipt of Notice of Award contractor(s) will commence credentialing and privileging process for all physicians, nurse practitioners, and physician's assistants through the VA. A minimum of six calendar weeks is required for VA credentialing and privileging after the package has been completed and received from the provider.
- 9) After contract award, the VA Miami Medical Center will provide start-up orientation and training on VISTA access (if applicable), workload reporting and security. The Contractor will be responsible for all contractor(s) personnel attendance and performance regarding training sessions. Training will be coordinated with the COTR and Contractor or Contractor designee.

#### I. Personnel Requirements:

- 1) The contractor(s) shall provide personnel, either through direct hire or through subcontracting, in numbers and qualifications capable of fulfilling the requirements of this contract. The contractor(s) shall provide a sufficient number of primary care providers so that each primary care provider has a reasonable caseload. Primary care

providers shall include licensed physicians board certified in Internal Medicine or Family Practice as well as nurse practitioners and physician's assistants practicing in accordance with Florida State law. Access to primary care providers shall be within seven (7) calendar days for non-emergent conditions.

- 2) The Contractor(s) is required to furnish evidence of the following regarding all Contractor and Sub-contractor personnel:
  - a) Tuberculosis (TB) screening: a negative purified Protein Derivative (PPD) (results must be within one (1) year) and/or chest X-ray (results must be within six (6) months). The PPD test shall be repeated annually.
  - b) Rubella Testing: All contractor(s) personnel shall provide proof of immunization for measles, mumps, rubella or rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization must be administered with the follow-up documentation to the COTR.
- 3) The minimum staff required are as follows:
  - (a) Sufficient support staff to conduct daily business in an orderly manner, including such functions as grievance system resolution, and claims processing and reporting, as determined through management, medical reviews, and medical record documentation in VISTA.
  - (b) A designated physician licensed in the State of Florida, to serve as medical director to oversee and be responsible for the proper provision of covered services to enrolled patients.
  - (c) Other primary care provider staff: nurse practitioners, physician assistants, registered nurses, LPNs as deemed necessary.
  - (d) All personnel qualifications listed under Special contract Requirements section of this solicitation must be met.
  - (e) In accordance with VAAR 852.237-7, Indemnification and Medical Liability Insurance, (Oct 1996), the Contractor will fulfill the indemnification and liability requirements, prior to the VA Medical Center, Miami, FL issuing a Notice to Proceed letter.

#### J. Licensure of Staff:

The contractor(s) is responsible for assuring that all persons, whether they be employees, agents, subcontractor(s), providers, or anyone acting for or on behalf of the contractor(s), are properly licensed at all times under the Florida State law and/or regulations and shall be subject to credential and privilege approvals by VA. Contractor(s) agrees to prepare and provide documentation for credentialing and privileging according to VA guidelines. Failure to adhere to this provision may result in one or more of the following sanctions which shall remain in effect until such time as the deficiency is corrected:

- 1) VA will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.
- 2) VA shall not approve of subcontracts with unlicensed individual or group providers. VA will rescind subcontractor(s) approval if the sub-contractor(s) should lose their license during the course of the contract.
- 3) VA may refer the matter to the appropriate licensing authority for action.

#### K. Contractor's Physical Facility:

The contractor(s) facility or facilities must be located in the designated areas and must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements. VA shall inspect the contractor's facility or facilities. Contractor(s) must be in compliance with these requirements prior to issuance of the Notice of Proceed. Any inspection shall be during normal business hours. The facility(s) must be in compliance with the American Disabilities Act.

**L. Enrollment Procedures, Disengagement of Patients, Patients Outside of Service Area:**

1. a) Initial enrollments: VA has the sole authority to enroll and determine eligibility of patients to be treated by the contractor(s). The contractor(s) will be responsible for processing enrollments.
- b) Subsequent initial enrollments: VA may enroll patients at any time during the term of the contract. All enrolled patients shall be afforded the same medical services they would have received had they been enrolled in the plan initially.
- c) Re-enrollments: The contractor(s) shall re-enroll any patients that VA, with the concurrence of the contractor(s) refers to the contractor(s) for re-enrollment following hospitalization.
- d) Continuous Enrollments: Once called, the individual's enrollment shall be maintained without a yearly re-enrollment for the duration of the contract unless VA withdraws the patient enrollee.
- e) Disenrollments: VA has sole authority to remove, at any time, an enrolled patient from the responsibility of the contractor(s). VA will notify both the enrolled patient and contractor(s) of the effective date of disenrollment and the reason for disenrollment.
  - 1) contractor(s) will complete the disenrolled patient's medical record within seven (7) calendar days of VA's notice to the contractor(s) of a patient's disenrollment.
- f) The contractor will process new patient enrollments and update each file annually. Enrollment includes but is not limited to annual means testing and obtaining appropriate demographic information (e.g. address, phone number, insurance information, etc. for all enrollees). VA will provide enrollment training to Contractor(s) personnel.
- g) The contractor(s) shall promptly send notice to VA whenever the contractor(s) determines that the enrolled patient has moved outside the contractor's service area. These determinations may be made as a result of clinically appropriate patient contacts.

**M. Patient Handbook:**

The contractor(s) shall give full written explanation of VA's plan to enrolled patients after their enrollment in the plan. The patient handbook shall be developed by the contractor(s) prior to issuance of the Notice to Proceed. The handbook must be reviewed and approved by VA. This written explanation shall, at a minimum, include:

- 1) Effective date of enrollment
- 2) Description of services provided including limitations, exclusions, special fees and out-of-plan use, and procedures for obtaining required services.
- 3) Names of providers and locations of service sites, including telephone numbers and office hours.
- 4) Emergency services and procedures for obtaining emergency services both in and out of the contractor's service area.
- 5) Notice to the enrolled patient that in addition to the enrolled patient's right to file a grievance for actions taken by the contractor(s), the enrolled patient shall have the rights to grieve eligibility related decisions directly to VA.
- 6) Notice of patient responsibilities:
  - (a) The enrolled patient's responsibility to notify the contractor(s) each and every time the member moves to a new address.



- (b) Notice to the enrolled patient of their right to disenroll from the subject contract primary care plan program at any time with instructions to contact VA for additional information on disenrollment.

**N. Identification Card:**

The VA shall furnish the software and equipment to the Contractor(s) to provide each patient with an identification card. Contractor(s) to process identification cards.

**O. Marketing:**

(1) The contractor(s), in collaboration with the VA shall be responsible for the development and the implementation of a marketing plan designed to identify and inform eligible veterans of the contract services available.

(2) The marketing plan shall contain, at a minimum; a plan for the dissemination of material to potential veteran enrollees within the contract defined geographic boundaries and identifies the services available to veterans under contract. The VA reserves the right, at any time; to discontinue or modify the contractor's marketing plan or materials.

(3) The contractor(s) shall not engage in marketing practices that mislead, confuse, or defraud, or that otherwise violate federal and state consumer protection laws and regulations.

(4) The contractor(s) shall utilize local broadcast media and publications to promote the existence of these primary care services to eligible veterans.

(5) The contractor(s) shall submit to the VA all draft materials such as brochures, posters, fact sheets, billboard ads, magazine, and newspaper ads, and any other forms of commercial advertising. The contractor shall receive written approval from the VA before implementing any marketing plan.

**P. Medical Record Requirements:**

Records created by the Contractor in the course of treating VA patients under this contract are the property of the VA and shall not be assessed, released, transferred or destroyed except in accordance with applicable federal law and regulations.

- 1) Medical Record Documentation will be current and consistent with VAMC Miami medical documentation requirements. VA utilizes an automated electronic medical record (EMR). Documentation will include an appropriate history and physical examination, review of systems, assessment and plan of care based on the level of care required by the patient at the time of the examination. A problem or summary list will be maintained for any patient that is seen at three or more outpatient visits. The problem list will include: known significant medical diagnosis and conditions; known significant operative and invasive procedures; known adverse and allergic drug reactions; and medications, including over the counter medications, known to be prescribed or used by the patient. Documentation will also include VA Performance Measures and preventive indices as appropriate to the patient's age and condition.
- 2) VA utilizes a fully automated electronic medical record (EMR). The EMR (Electronic Medical Record) consists of two primary components. The first is the Veterans Health Information System and Technology Architecture (VISTA), which consists of commercial hardware and software developed by the VA. VISTA is a collection of over 100 applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, progress note, laboratory, radiology, and scheduling/ admissions-discharge-transfer and discharge summary. The present VISTA packages combined comprise an estimated 80 percent of the information maintained in the EMR. The second component uses optical disk imaging technology to meet the remaining 20% of the EMR information needs such as advance directive/guardianship papers, medical record documentation from non-VA facilities and informed consents
- 3) Contractor will enter patient data into the Electronic Medical Record (EMR), including all orders, consults, progress notes and all other relevant data, such as laboratory, radiology, and other test results.
- 4) Contractor(s) personnel will utilize VA's current VISTA technology to compile a concise and relevant account of the patient's health care with contractor-owned workstation equipment and communication software.



- 5) VA will provide the necessary training to contractor(s) personnel on the proper use and operation of the computerized medical records system. Contractor(s) personnel must sign access agreements to gain entrance to the system and are bound by confidentiality and release of information restrictions.
- 6) Contractor(s) will provide the following minimum system requirements. The numbers of each are dependent upon the number of staff involved. Suggest one (1) PC per employee, one (1) laser printer per every two (2) employees. Only one (1) dot matrix printer required for printing lab labels.
  - a) Pentium III – 450Mhz with 64M main memory 4M Graphics memory, 4G HD, 24xCD drive, 3.5" floppy drive, 2 serial ports, 1 parallel port, Integrated 10/100 PCI NIC card.
  - b) 17" SVGA Monitor – 1024 x 768, .26mm dot pitch, 85hz refresh rate.
  - c) Microsoft NT Client V4 – Service pack 6 – one license per workstation.
  - d) Terminal Emulator – Attachmate's KEA for Windows NT – one license per workstation.
  - e) Microsoft Office 2000 Premium – one license per workstation.
  - f) Network laser printer – 17ppm, 16MB, Integrated 10/100 Ethernet NIC.
  - g) Dot matrix printer – 3" to 12" narrow carriage – parallel port with plug in network interface card.
  - h) At least one (1) 56k modem for network outage contingency.
  - i) Nortel Network Hardware to support full T1 ATM connection to VA.
- 7) The contractor(s) will provide the following minimum telecommunications requirements:
  - a) One (1) T1 ATM circuit between VAMC Miami and remote location..
  - b) Two (2) CSU/DSU or related products to support full T1 ATM transmission speed.
- 8) The contractor(s) is responsible for all long distance phone charges related to use of a modem.
- 9) The contractor(s) shall have written contingency plan for computer down time that defines the processes in order to ensure continuity of patient care and maintenance of the integrity of the patient's medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award.

**Q. Reporting Requirements:**

- 1) The Contractor(s) will report workload for each enrolled patient within twenty-four (24) hours of his/her visit through VISTA in accordance with established VA reporting procedures.
- 2) The contractor(s) shall maintain up-to date medical records at the site where the medical services are being provided for each member enrolled under this contract.
- 3) The contractor(s) and VA are responsible for complying with all the reporting requirements established by the contract. The contractor(s) and VA are responsible for assuring the accuracy and completeness of all reports as well as the timely submission of each report. The Contractor (s) will comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance required.
- 4) The Contractor will notify the VA Miami Contracting Officer immediately, within twenty-four (24) hours of any deficiencies or changes in management, services and personnel (professional or administrative) staff.

- 5) The Contractor will maintain an adequate record system for recording services, providers, charges, dates and other commonly accepted information elements for services rendered to enrolled patients pursuant to the contract.

**R. Quality Monitoring and Performance Improvement Program:**

- 1) The contractor(s) shall have a quality monitoring/performance improvement program that is approved by the VA Miami. This program will be available for review of VA staff. Any changes to the program structure after VA has reviewed the program shall require notification of VA.
- 2) The Contractor(s) shall permit on-site visits VA personnel and accrediting agencies to assess contracted services, e.g. adequacy, compliance with contract requirements, record keeping, etc. Contractor's medical records and electronic data sources will be made available to the VA staff for purposes of accessing documentation, quality of care and compliance with VHA preventive medicine and clinical guideline estimates. Performance goals will be the same as for VHA facilities and will be provided to contractor(s) on an annual basis. Contractor(s) will distribute provider specific patient satisfaction surveys, as provided by VA. Completed surveys will be returned to VA for analysis. Contractor(s) will be expected to match VA's performance on patient satisfaction survey. Contractor shall conduct audits pertaining to access, quality improvement, documentation and safety and submit reports on a monthly basis to the Contracting Officer's Technical Representative (COTR).
- 3) The contractor(s) shall notify VA Chief of Staff in writing whenever a malpractice claim involving a VA patient has been filed against the contractor(s). The contractor(s) will forward a copy of the malpractice claim within three (3) working days after receiving notification that a claim has been filed. The contractor(s) will also notify VA Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the following address:

Office of Chief of Staff (11)  
 Department of Veterans Affairs Miami Medical Center  
 1201 NW 16<sup>th</sup> Street  
 Miami, FL 33125-1693

- 4) The Contractor(s) shall notify VAMC Chief of Staff of all reportable patient incidents in accordance with VAMC Medical Center Memorandum # 00-10-98, "Patients Incident Review Program".
- 5) All contractor personnel must abide by the medical, technical and administrative qualifications and competencies as stated in this solicitation.
- 6) All individuals that provide services under this contract and are not employees of the contractor will be regarded as subcontractors. The contractor(s) shall be responsible and accountable for the quality of care delivered by any and all of its subcontractors. The contractor(s) shall hold the subcontractor accountable for the requirements for availability and accessibility of services and quality performance.

**S. Patient's Rights and Responsibilities:**

Contractor(s) shall conform to all patients' rights issues addressed Medical Center Memorandum 00-12-98, August 4, 1998, "Patients' Rights and Responsibilities", which will be provided to the Contractor(s) after award.

**T. Patient Transportation:**

Each patient will be responsible for his/her own transportation to and from the primary care facility. If a contractor(s) receives a transportation inquiry regarding transportation to VA for specialty care, the patient should be referred to VA Beneficiary Travel. Point of Contact and phone numbers to be provided at time of award. VA will then determine if the patient is eligible for travel, both administratively and medically.

**U. Capitation Rates and Payment:**

The Contractor(s) will be paid the annual capitation payment for each enrolled patient in accordance with the subject contract. Payment for each veteran will commence after completion of the initial visit including detailed medical evaluation and annual MEANS Test, as appropriate per contract year.

**V. Third Party Resources:**

- 1) VA shall be entitled to, and shall exercise, full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled patients under this contract and recover any such liability from third party.
- 2) If the contractor(s) has determined that third party liability exists for part or all of the services provided directly by the contractor(s) to an enrolled patient, the contractor(s) shall make reasonable efforts to notify VA for recovery from third party liable sources the value of services rendered. All such cases will be referred to the Medical Care Cost Fund (MCCF) section at the VA.
- 3) Hold Harmless: The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against any person or entity other than the VA for services provided to this contract.

**W. Release of Information:**

In responding to a patient's request that copies of the patient's records be released to a third party, the provider shall refer the patient to the VA Medical Center to release the records. The Contractor(s) shall provide the patient with a blank VA Form 5345, Request for and Consent to Release the Medical Records Protected by U.S.C. 7332 or other form furnished by the VA.

**SPECIAL CONTRACT REQUIREMENTS****1. JCAHO VHA (VETERANS HEALTH ADMINISTRATION) AND OTHER STANDARDS:**

- a) The Contractor(s) must perform the required work in accordance with Joint Commission on Accreditation of Health Care Organizations (JCAHO) standards. The Contractor(s) must comply with all annual updates as issued.
- b) The Contractor(s) shall meet all Federal, State, and local fire and life safety codes.
- c) The Contractor(s) shall comply with the policies of the VA.
- d) Contractor(s) agrees to maintain the minimum acceptable service, reporting systems and quality control as specified herein. Failure to comply with the specified terms and conditions and/or adverse reports from external monitoring agencies which indicate poor quality of care may be grounds for termination of the contract. Immediate (within 24 hours) notification must be given to VA regarding adverse action by regulatory agency.
- e) The services specified in the Schedule of Services may be changed by written modification to this contract. VA Contracting Officer will prepare the modification.
- f) The Contractor(s) shall furnish the services specified in the Schedule of Services to this contract to VA when authorized by VA Chief of Staff or designee.
- h) Contractor is required to furnish evidence of the following regarding all Contractor and Sub-contractor personnel:
  - a) Tuberculosis (TB) screening: a negative purified Protein Derivative (PPD) (results must be within one (1) year) and/or chest X-ray (results must be within six (6) months). The PPD test shall be repeated annually.

- b) Rubella Testing: All contractor(s) personnel shall provide proof of immunization for measles, mumps, rubella or rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization must be administered with the follow-up documentation to the COTR.

## 2. ADMINISTRATIVE REQUIREMENTS FOR CONTRACTOR EMPLOYEE COMPETENCIES:

- a) The Contractor(s) will be responsible to ensure that Contractor(s) employees providing work on this contract are fully trained and completely competent to perform the required work.
- b) The Contractor(s) is required to maintain records that document competence/performance level of Contractor employees working on this contract in accordance with JCAHO and other regulatory body requirements.
- c) Contractor employee will be required to complete VA specific orientation. Contractor(s) will provide documentation for each employee and certify completion of VA specific orientation. Employees must receive orientation prior to commencement of work on site. VA will provide the content of the orientation of the Contractor at the time of contract award. Documentation of the orientation will be provided to the VA Contracting Officer and COTR.
- d) Contractor(s) will provide and document participation of employees in a facility orientation. Employees will attend an area/program/unit-specific orientation meeting before the commencement of work on site, which will include discussion of the following area-specific topics:
  - 1) Fire and Safety policy and procedures
  - 2) Infection Control policy and procedures
  - 3) Emergency Preparedness/disaster policy and procedures
  - 4) Initial competence assessment
  - 5) Area/program/unit specific orientation
- e) Notwithstanding other requirements, upon request of the Contracting Officer, the Contractor(s) will remove from the work site, any Contractor employee who does not comply with orientation requirements or meet competency requirements for the work being performed.
- f) When Changes in Contractor(s) personnel occurs, the Contractor(s) must provide evidence of orientation, the current competency assessment, and current performance evaluation information to the Contracting Officer and COTR.
- g) The Contractor is required to develop and maintain the following documents for each Contractor employee working on the contract: credentials and qualifications for the job; a current competence assessment checklist (an assessment of knowledge, skill, abilities, and behaviors required to perform a job correctly and skillfully; includes knowledge and skills required to provide care for age specific populations, as appropriate.); a current performance evaluation supporting ability of the Contractor employee to successfully perform the work required in this solicitation; and listing of relevant continuing education for the last two years. The Contractor will provide current copies of these records at the time of contract award and annually on the anniversary date of contract award to the VA COTR, or upon request, for each Contractor employee working on the contract.

## 3. TERM OF THE CONTRACT:

- a) This Contract is effective for one calendar year from date of Notice to Proceed, with four (4) one-year renewal options. The VA may exercise either option clause (FAR 52.217-8 or FAR 52.217-9). For example, at the end of option year two, instead of renewing for a full calendar year, VA could exercise up to a six-month period as provided by FAR clause 52.217-8. The Contract is subject to the availability of VA funds.
- b) The Contractor(s) who receives award shall be required to begin performance within forty-five (45) days of contract award.



#### 4. QUALIFICATIONS:

- a) Offers will be considered only from offerors who are regularly established in the business called for and who, in the judgment of the Contracting Officer, are financially responsible and able to show evidence of their responsibility, ability, experience, equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory service in the volume required for all items under this contract. By the signing of this offer, offeror is certifying that he/she shall meet all requirements of Federal, State, or local laws, codes and/or regulations regarding the operation of this type of service.
- b) Contractor's facility to provide services must be physically located within the geographic area established in the Schedule of Services.
- c) Personnel Qualifications:
  - 1) Personnel assigned by the contractor(s) to perform the services covered by this contract shall be licensed in the State of Florida. No physician (including subcontractors) assigned by the contractor(s) shall have ever had a medical license suspended, revoked, limited by a State, Territory, Commonwealth, or the District of Columbia. The qualifications of such personnel shall be subject to review by VA Professional Standards Board, Executive Committee of the Medical Staff, and approval by VA facility Director. The license must be an active, current, full and unrestricted license to practice the individual profession.
  - 2) Physicians providing services under this contract shall be board certified in Internal Medicine and/or Family Practice. Physicians (including subcontractors) Physicians Assistants and Nurse Practitioners must be properly credentialed and privileged according to JCAHO requirements and VA procedures.
  - 3) Physicians and personnel providing services under this contract must speak and write English proficiently.
  - 4) Physician Assistants providing services under this contract must be a graduate of an accredited Physician Assistant program and be certified by the National Commission on Certification of Physician Assistants. Physician Assistants must hold an active, current, full and unrestricted Florida license and operate only within the scope of that license and acceptable community standards of practice.
  - 5) Nurse practitioners providing services under this contract must be a graduate of an accredited Nurse Practitioner Program and be certified by the American Nursing Association in either Adult Health or Family Practice. Nurse Practitioners must hold an active, current, full and unrestricted Florida license and operate only within the scope of that license and acceptable community standards of practice. Requirements for prescriptive privileges include the completion of advance pharmacology classes in addition to national certification.
  - 6) Dietitians providing services under this contract must be a graduate of an accredited dietetics program and be fully registered with the Commission on Dietetic Registration of the American Dietetic Association. Dieticians must hold an active, current, full and unrestricted Florida License and operate within the scope of that license and acceptable community standards of practice.
- d. VA will inspect the establishment, facilities, business reputation, and other qualifications of any offeror and reserves the right to reject any offer, irrespective of price, that shall be administratively determined by the Contracting Officer to be lacking in any of the essentials judged necessary to assure acceptable standards of performance.
- e. Any sub-contractor(s) utilized by the contractor(s) for the provision of services required under this contract must meet the same qualifications specified herein for the contractor(s). The contractor(s) must obtain approval from the Contracting Officer for any sub-contractor(s) to be utilized for the provision of services required under this contract. A subcontracting plan is required in accordance with Federal Acquisition Regulation Part 19. Any proposed subcontracting plans must be submitted with initial offers.
- f. Thirty (30) days prior to contract expiration date, the contractor(s) will certify in writing to the Contracting Officer that all licenses and registrations of personnel employed under this contract are valid and current and will be renewed



as necessary during the option period. A written update of training to meet competency requirements will also be provided to the Contracting Officer and COTR at this time.

g. All contract personnel must exemplify excellent customer service skills at all times. Staff must speak clearly and enthusiastically, be polite and cordial, patient and listen attentively to all individuals. Courteous and professional treatment of the veteran and or family members, staff and all other customers is a primary concern.

#### 5. PERSONNEL POLICY:

The Contractor(s) shall assume full responsibility for the protection of its personnel furnishing services under this contract, in accordance with the personnel policy of the Contractor(s), such as providing payroll deductions, worker's compensation, provisions for unemployment insurance, professional liability insurance, health examinations, TB screenings, income tax withholding, and social security payments. The parties agree that the contractor(s), its employees, agents, and subcontractors shall not be considered VA employees for any purpose. Services furnished by the Contractor will be performed by the contractors' personnel and will not be considered or treated as Federal employees for any purpose; Contractors' personnel will not be regarded as performing a personal service, and will not be eligible for civil service employee benefits, including retirement.

#### 6. POLICIES AND PROCEDURES:

The contractor(s) shall conform to all issues addressed in the VA Medical Staff By-laws and the VA Medical Center Memorandums pertaining to delivery of services.

#### 7. WORK HOURS:

a) The services covered by the contract shall be furnished by the contractor(s) as defined herein:

Provide primary care services through scheduled visits, Monday through Friday with Saturday hours permitted. Scheduled visits shall be conducted no earlier than 8:00 A.M. and no later than 8:00 P.M. If the Contractor(s) has different hours of operation, an alternate schedule of office hours should be submitted with the technical proposal.

b) VA observes the ten-(10) Federal holidays listed below. Scheduled clinic appointments will not be available at VA during these holidays. Those Holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

In addition, any other day specifically declared by the president of the United States is considered to be a federal holiday. It should be noted that if a holiday falls on a Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

#### 8. TORT CLAIMS:

Contractor(s) employees are not covered by the Federal Tort Claims Act. When a contractor(s) employee has been identified as a provider in a tort claim, the contractor(s) employee is responsible for notifying the contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a contractor(s) employee's action or non-action is the responsibility of the contractor(s) and/or insurance carrier.

#### 9. CONTRACT MONITORING PROCEDURES:

a) VA will perform routine inspections to verify workload entered into VISTA by contractor(s) is documented in the patient's medical records and assure records are maintained properly.

- b) Invoices will be matched against clinic workload reports to verify that services were performed. Visits not entered into the VISTA will be suspended for clarification.
- c) Any incidents of contractor(s) noncompliance as evidenced by these monitoring procedures shall be forwarded immediately to the Contracting Officer.

#### 10. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT, AND PRIVACY ACT:

- a) VA will provide the contractor(s) with access to pertinent patient medical information, within the existing privacy rules and regulations, for the purpose of providing coordinated comprehensive primary care. Contractor(s) shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality.
- b) All contractor personnel performing services under this contract must be aware of and comply with VA regulations regarding patient confidentiality, due process, the Freedom of Information Act and the terms and conditions of the Privacy Act of 1974. All contractor personnel must complete the confidentiality certificates attached to this solicitation. These certificates must be completed after contract award and prior to issuance of the notice to proceed. Any individual making unauthorized disclosure of information may be criminally liable for violations of the Act.
- c) All contractor personnel, performing services under this contract, must complete the confidentiality certificates attached to the solicitation. These certificates must be completed after contract award and prior to issuance of the Notice to Proceed.
- d) Any contract resulting from this solicitation will be subject to the Privacy Act of 1974. Federal Acquisition Regulations 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act are provided in full text in the Addendum to FAR clause 52.212-4. The Contractor(s) is not authorized to release any medical record information. The VA is the sole entity authorized to release this information upon written request from the patient.

#### 11. CAPITATION RATES, INVOICING AND PAYMENTS:

- a) The contractor(s) will be paid the capitation payment in arrears for each enrolled patient who has had an initial appointment, including detailed medical evaluation and annual MEANS Test, upon submission of a properly executed invoice. Submissions must be verified and accepted by the VA in order for payments to be processed. Payment from the VA shall be considered payment in full. Contractor(s) shall not pursue any further collection activities from any source. Payment will be made in accordance with the Prompt Payment Act (See Contract Clauses Section).
- b) For newly enrolled patients, payment will commence with the month in which the patient is first seen and has had a detailed medical evaluation. The Contractor(s) will be paid for the full month of the initial visit. For disenrolled patients, the contractor will be paid a pro-rata portion up to the full month in which the date of disenrollment occurred. Reimbursement to the VA for disenrolled patients will be calculated by dividing the annual capitated rate by twelve and multiplying by the number of months remaining in the contract year.

##### The invoice shall include the following:

- 1) Patient Name and Social Security Number
- 2) Period of coverage
- 3) VA Purchase Order Number
- 4) VA Contract Number
- 5) Itemized description of services provided (including CPT code)
- 6) Itemized cost per procedure
- 7) Total cost of invoice
- 8) Total number of enrolled patients from the previous month's invoice.
- 9) New enrolled patients since the previous month's invoice.
- 10) Disenrolled patients since the previous month's invoice.

- 11) Contractor ensures that all invoices are in compliance with medical records and coding requirements, and ensures completion of annual means test.

The newly enrolled and disenrolled categories will list, alphabetically, each enrolled patient's name followed with his/her social security number and date of first visit and/or date of disenrollment as appropriate. Contractor(s) must submit a sample invoice format to the Contracting Officer for approval.

- c) VA will review the invoice against its record. VA will notify the contractor of invoice discrepancies. Upon the resolution of the discrepancies, VA will approve the invoice and make payment to the contractor(s).
- d) It shall be considered fraudulent for the contractor(s) to bill other third party insurance sources for services rendered to veteran enrollees under this contract.

## 12. SECURITY REQUIREMENTS FOR CONTRACTOR EMPLOYEES:

- a) Contractor(s) shall insure the confidentiality of all patient and employee information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information from the VA Medical Center, Miami, may be subject to fines of up to \$20,000.00.
- b) Background Investigations: Contractor(s) personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information systems belonging to or being used on behalf of the Department of Veterans Affairs. To satisfy the requirements of the Department of Veterans Affairs a minimum Background Investigation shall be conducted prior to performing work under this contract. The level of access and the individual's capability to perform work under this contract will be determining factor in deciding if higher investigative requirement is needed. The Contractor(s) shall ensure that those requirements are fully satisfied within thirty (30) days of initiation of such investigations
- c) The investigative history for Contractor(s) personnel working under this contract must be maintained in the databases of either with the Office of Personnel Management (OPM) or the Defense Industrial Security Clearance Organization (DISCO). Should the contractor(s) use another vendor other than OPM or Defense Security Service (DSS) to conduct investigation, the investigative company must be certified by OPM/DSS to conduct Contractor(s) investigations.
- d) All costs associated with obtaining clearance for Contractor(s) provided personnel would be the responsibility of the Contractor(s). Further, the Contractor(s) will be responsible for the actions of those individuals they provide to perform work for the VA under this contract. In event that damages arise from work performed by Contractor(s) provided personnel, under the auspices of this contract, the Contractor(s) will be responsible for all resources necessary to remedy the incident.
- e) Records: Contractor(s) personnel who obtain access to hardware or media which may manipulate or store drug or alcohol abuse data, sickle cell anemia treatment records, records or test or treatment for or infection with HIV, medical quality assurance records, or any other sensitive information protected under 38 U.S.C. 4132 or 3305, as defined by the Department of Veterans Affairs, shall not have access to the records unless absolutely necessary to perform their contractual duties. Any individual who has access to these data will disclose them to no one, including other employees of the Contractor(s) not involved in the performance of the particular contractual duty for which access was obtained. Violation of these statutory provisions, as stated in the department regulations by the Contractor(s)'s employees may involve imposition of criminal penalties.
- f) System of records: The Veterans Administration system(s) of records to which the Contractor(s) personnel will have access in order to maintain is Patient Medical Records - VA (24VA136).
- g) System Security: The Contractor(s) shall provide VHA with the full assurance that security measures have implemented which are consistent with OMB Circular A-130 and VA Department Standards.
- h) Procedures for User Access requirements to VA information systems by: Contractor(s) and Contractor(s) personnel shall meet or exceed those requirements established for VHA employees as described in VHA Directives (and others) and in any subsequent VHA policy statements. A written and signed request for users access by VHA Management,

or designee(s), constitutes management approval (sponsorship) to initiate a request for access to any sensitive automated information system. Access shall be granted to non-VA users only if the purpose for access meets criteria of the Privacy Act and VA Confidentiality regulations and transfer.

- i) Contractor(s) and those with access will be required to sign and abide by the VA Computer Access Security Agreement and Confidentiality Agreement.

### 13. MEDICAL CARE COST RECOVERY (MCCR) REQUIREMENTS

The contractor shall provide the following information to the VA Medical Center:

1. The contractor is required to obtain a copy of the veteran's health insurance card and forward the copy to the Chief of MCCR at the VAMC. The contractor shall review the health insurance information every six months.
2. The contractor must obtain special consents (for alcohol, substance abuse, sickle cell, and HIV) when the veteran has a health insurance company. Consents will be forwarded to the Health Information Management Service (HIMS) at the VA Medical Center.
3. When treating the veteran for injuries sustained as a result of a work-related incident or an accident, the contractor must complete the appropriate forms to allow the VAMC to assert a Federal Medical Care Recovery Act (FMCRA) or a Worker's Compensation Claim. Forms will be obtainable in VISTA.

### 14. TERMINATION:

- a) Immediate Termination: This contract shall terminate upon VA's notice in the event of the occurrence of any of the following:
- 1) Contractor/Providers violation of law or regulation pertinent to this contract.
  - 2) Any act or conduct for which any of the Contractor/Provider's license or certifications to provide Covered Services may be revoked or suspended or for which Provider's ability to provide covered services in accordance with this contract is otherwise materially impaired;
- b) Termination for Cause: Refer to FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items
- c) Termination for the Government's Convenience: Refer to FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items.

### 15. CORRESPONDENCE:

All correspondence relative to this contract shall bear the solicitation number, Department of Veterans Affairs contract number, and Title of Contract.

**OFFEROR'S QUALIFICATIONS:** Offerors are required to submit sufficient evidence that they have adequate equipment, facilities, personnel, and that they also have the necessary experience to establish a facility with the responsibility and integrity to meet the requirements of this solicitation, in the opinion of the Contracting Officer, or will be rejected. To assist in this determination, Offerors are required to furnish the following information:

- (a) Number of years experience in supplying the type of items/services specified:

15 years

- (b) Number of Personnel, regularly employed on full-time basis:

1000

- (c) Offerors are required to furnish for evaluation purposes name, address, and telephone number of three (3) companies for whom exact items/services have been furnished.



1. Organization's Name: Pittsburgh Dist of Veterans Affairs Medical Center  
 Point of Contact: Mr. Neal Delaney, Contract Officer  
 Address: Pittsburgh, PA.  
 Telephone No: 402/365-5435
  
2. Organization's Name: Central Alabama Veterans Healthcare System (cont.)  
 Point of Contact: Ms Linda Watson, Hospital Director; Paul Johnson  
 Address: Montgomery, Alabama Contract Officer  
 Telephone No: 334/272-4670 (L Watson) + 334/127-6550 x3513 (Paul Johnson)
  
3. Organization's Name: West Palm Beach VA Medical Center  
 Point of Contact: Mr. Doreen Beyno, Contracting Officer  
 Address: West Palm Beach, Florida 33410  
 Telephone No: 561/887-6511

(d) In order to determine financial responsibility, please furnish reference(s) to verify adequate financial resources to perform this solicitation.

1. Organization's Name: Provident Bank of Cincinnati  
 Point of Contact: Baer, Kevin V.P.  
 Address: One East Fourth St. Cincinnati, Ohio 45202  
 Telephone No: 513/579-2735

## PART II:

## CONTRACT CLAUSES

### 52.212-4 Contract Terms and Conditions—Commercial Items. MAY 1999

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.



(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (5) Terms of any prompt payment discount offered;
- (6) Name and address of official to whom payment is to be sent; and
- (7) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause. (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification.

(End of clause)

### ADDENDUM TO 52.212-4

#### 852.216-70 Estimated Quantities (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the provision that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to

order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of clause)

**852.271.70 Services Provided Eligible Beneficiaries (APR 1984)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Under Secretary for Health, or designee, regardless of race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she shall not resort to subcontracting as a means of circumventing this provision.

(End of Clause)

**852.270-4 Commercial Advertising (NOV 1984)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Veterans Administration endorses a product, project or commercial line of endeavor.

(End of Clause)

**852.237-7 Indemnification and Medical Liability Insurance (OCT 1996)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisitions Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided by retains no control over professional aspects of the services rendered, including by example, the Contractors or its health-care providers professional medical judgment, diagnosis, or specific medical treatments. The contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractors shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Governments interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontractors for health-care services under this contractor. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

(End of Clause)

**852.237-70 Contractor Responsibilities. (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting therefrom.

(End of clause)

#### 52.204-4 Printed or Copied Double-Sided on Recycled Paper (August 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to Submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from issuance of the Notice to Proceed through Contract Expiration.



(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the 500 veterans per year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$5000 veterans;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.